

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intermedix Corporation		12/27/2012	CORPORATION: DELAWARE
ADVANCED DATA PROCESSING, INC.		12/27/2012	CORPORATION: DELAWARE
INTERMEDIX TECHNOLOGIES, INC.		12/27/2012	CORPORATION: DELAWARE
Medical Consultants, Inc.		12/27/2012	CORPORATION: OKLAHOMA
EMSystems LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Revenue Rescue, Inc.		12/27/2012	CORPORATION: DELAWARE
Intermedix ARM, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3561783	FDDATALINK
Registration Number:	3316649	INTERMEDIX
Registration Number:	3301461	ADVANCED DATA PROCESSING, INC.
Registration Number:	3311339	
Registration Number:	3248573	TRIPTIX
Registration Number:	4185458	E
Registration Number:	3137742	EMERGENCY PHYSICIANS DICTATION SERVICES

TRADEMARK

Registration Number:	3128936	REVENUE RESCUE
Registration Number:	3156304	INTERMEDIX
Registration Number:	2896824	EMSYSTEMS
Registration Number:	2301047	EMSYSTEMS
Registration Number:	2031295	EMERGENCY PHYSICIANS BILLING SERVICES
Registration Number:	2022669	EMERGENCY PHYSICIANS DICTATION SERVICES
Registration Number:	1982399	EPDS
Registration Number:	1597793	EPBS
Registration Number:	4209010	FLEETEYES
Registration Number:	4212774	I
Registration Number:	4115088	I ADPI INTERMEDIX
Registration Number:	4174584	I EPBS INTERMEDIX
Registration Number:	4212839	RESPECTING THE UNEXPECTED
Registration Number:	3855128	ARM
Registration Number:	3920383	REVENUEVELOCITY
Serial Number:	85455141	EMTRACK
Serial Number:	85448760	EMSYSTEMS
Serial Number:	85456378	EMRESOURCE
Serial Number:	85386604	INTERMEDIX

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	12/27/2012

Total Attachments: 5
source=Ares_Intermedix - Trademark Security Agreement#page1.tif
source=Ares_Intermedix - Trademark Security Agreement#page2.tif
source=Ares_Intermedix - Trademark Security Agreement#page3.tif

TRADEMARK
REEL: 004930 FRAME: 0355

source=Ares_Intermedix - Trademark Security Agreement#page4.tif
source=Ares_Intermedix - Trademark Security Agreement#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of December 27, 2012, by each Grantor listed on the signature page hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

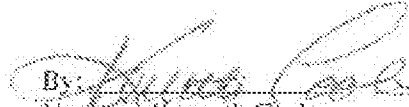
SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

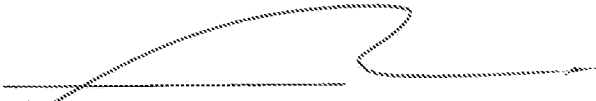
INTERMEDI X CORPORATION
ADVANCED DATA PROCESSING, INC.
INTERMEDI X TECHNOLOGIES, INC.
MEDICAL CONSULTANTS, INC.
EMSYSTEMS LLC
REVENUE RESCUE, INC.,
as Grantors

By: 
Name: Kenneth Cooke
Title: Chief Operating Officer

INTERMEDI X ARM, LLC.
as Grantor

By: 
Name: Kenneth Cooke
Title: Vice President and Chief Operating Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: _____
Title: SCOTT LEM
AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004930 FRAME: 0360

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
REVENUE RESCUE, INC.	3561783	FDDATALINK
INTERMEDIX CORPORATION	3316649	INTERMEDIX (WORD AND DESIGN)
ADVANCED DATA PROCESSING, INC.	3301461	ADVANCED DATA PROCESSING, INC.
ADVANCED DATA PROCESSING, INC.	3311339	DESIGN ONLY
INTERMEDIX TECHNOLOGIES, INC.	3248573	TRIPTIX
INTERMEDIX CORPORATION	4185458	E (WORD AND DESIGN)
MEDICAL CONSULTANTS, INC.	3137742	EMERGENCY PHYSICIANS DICTATION SERVICES
REVENUE RESCUE, INC.	3128936	REVENUE RESCUE
INTERMEDIX CORPORATION	3156304	INTERMEDIX
EMSYSTEMS LLC	2896824	EMSYSTEMS
EMSYSTEMS LLC	2301047	EMSYSTEMS
MEDICAL CONSULTANTS, INC.	2031295	EMERGENCY PHYSICIANS BILLING SERVICES
MEDICAL CONSULTANTS, INC.	2022669	EMERGENCY PHYSICIANS DICTATION SERVICES
MEDICAL CONSULTANTS, INC.	1982399	EPDS
MEDICAL CONSULTANTS, INC.	1597793	EPBS
INTERMEDIX CORPORATION	4209010	FLEETEYES
INTERMEDIX CORPORATION	4212774	I (WORD AND DESIGN)
INTERMEDIX CORPORATION	4115088	I ADPI INTERMEDIX (WORD AND DESIGN)
INTERMEDIX CORPORATION	4174584	I EPBS INTERMEDIX (WORD AND DESIGN)
INTERMEDIX CORPORATION	4212839	RESPECTING THE UNEXPECTED
INTERMEDIX ARM, LLC	3855128	ARM
INTERMEDIX ARM, LLC	3920383	REVENUEVELOCITY

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
INTERMEDIX CORPORATION	85/455,141	EMTRACK
INTERMEDIX CORPORATION	85/448,760	EMSYSTEMS (WORD AND DESIGN)
INTERMEDIX CORPORATION	85/456,378	EMRESOURCE
INTERMEDIX CORPORATION	85/386,604	INTERMEDIX